

**AN ORDINANCE TO ASSIGN THE NAVTRAK AGREEMENT TO
NOREAST CAPITAL CORPORATION**

#3103

Sponsor:

Council
Member
Potter

Co-Sponsor:

Council
Member
Brown

WHEREAS, pursuant to § 2-308 and § 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by City Council by Ordinance; and

WHEREAS, on October 2, 2008 by Substitute No. 1 to Ordinance No. 08-064 City Council approved a lease agreement with Navtrak, Inc., for GPS Fleet Management for an initial period of three (3) years beginning upon the execution thereof, with possible renewal periods subject to the agreement of the parties; and

WHEREAS, the cost to the City for Navtrak, Inc.'s services (including system and support services) shall be Six Thousand Five Hundred Ninety-Six Dollars and Six Cents (\$6,596.06) per month; and

WHEREAS, Navtrak signed the lease agreement and wishes to exercise their assignment rights under paragraph seven (7) and assign the lease to Noreast Capital Corporation; and

WHEREAS, Noreast Capital Corporation has requested the City sign their Master Lease form, attached hereto and incorporated by reference as Exhibit "A".

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The Service Agreement – Leased Equipment between the City and Navtrak, Inc., in regard to GPS Fleet Management, for the term of three (3) years beginning upon the execution thereof, with possible renewal periods, at the cost of Six Thousand Five Hundred Ninety-Six Dollars and Six Cents (\$6,596.06) per month, is hereby assigned to Noreast Capital Corporation, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of said Agreement, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall be effective upon its passage by City Council and approval of the Mayor.

First Reading . . . February 5, 2009
Second Reading . . February 5, 2009
Third Reading . . . April 2, 2009

Passed by City Council,
April 2, 2009

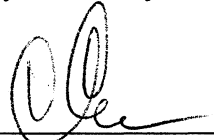


President of City Council

ATTEST: 

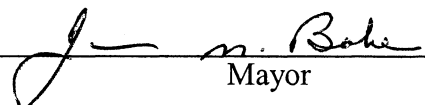
City Clerk

Approved as to form this 25th
day of January, 2009.



Assistant City Solicitor

Approved this 6th day of April, 2009.



Mayor

SYNOPSIS: On October 2, 2009, City Council approved Substitute No. 1 to Ordinance No. 08-064 authorizing the City to enter into an Agreement with Navtrak, Inc., for professional services for GPS Fleet Management for the Department of Public Works, for the term of three (3) years at the cost of Six Thousand Five Hundred Ninety-Six Dollars and Six Cents (\$6,596.06) per month. This Ordinance approves Navtrak's assignment of that agreement to Noreast Capital Corporation.

MASTER LEASE

Master Lease No:

LESSEE INFORMATION:

Lessee (Full Legal) Name:		Phone:		Noreast Customer No:	
City of Wilmington		302-576-3076			
Billing Address (Street):	City:	County:	State:	Zip:	State Organizational No:
800 French Street	Wilmington		DE	19801-3537	
Equipment Location (if different):	City:	County:	State:	Zip:	Fed Employer ID No:

VENDOR INFORMATION: Navtrak, Inc., 2000 Northwood Drive, Salisbury, MD 21801 Contact: Leasing Coordinator: 800-787-2337 or Leasing@navtrak.net**EQUIPMENT:** Mobile Managers® and related antenna, wiring, installation & accessories. **END OF TERM PURCHASE OPTION:** \$1.00**PAYMENT INFORMATION:** Monthly payments as set forth on each Schedule attached hereto.**TERMS AND CONDITIONS: (SEE PAGE 2 OR REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS)**

1. ENTIRE AGREEMENT. This agreement and each takedown and rental schedule executed and delivered in connection herewith (each, a "Schedule" and together with this agreement, the "Lease"), constitutes the entire agreement between the undersigned Lessor (also referred to as "We", "Us", or "Our") and Lessee (also referred to as "You", "Your", "Customer" or "Lessee"). This Lease contains the full understanding of the parties hereto with respect to the subject matter hereof and no prior oral agreements, guaranties, promises, conditions, representations or warranties shall be binding on Lessor. No modification of this Lease shall be binding unless in writing and signed by both parties to this Lease. Each Schedule will incorporate by reference the terms and conditions of this Master Agreement and will constitute a separate agreement of lease.

2. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Acceptance of the Equipment occurs (the "Acceptance Date") upon Your execution of the applicable Schedule.

3. LEASE CHARGES. For and in consideration of the monthly lease payments (the "Lease Payments") shown on the Schedule(s), Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment described on the applicable Schedule (for purposes hereof, the "Equipment" which may include (subject to our approval),

software, whether embedded or otherwise) and the applicable licenses thereto (subject to the rights of the applicable licensor), and services (including production) shall include the equipment described in this Lease, together with all parts and accessories thereto and replacements and substitutions therefore.

4. DISCLAIMER OF WARRANTIES. The Equipment is being leased to you in "as-is" condition. You agree that We have not manufactured the Equipment and that You have selected the Equipment based upon Your own judgment. You have not relied on any statements We or Our employees or agents have made. We have not made (and hereby disclaim) and do not make any express or implied representations or warranties whatsoever, including, without limitation, the Equipments merchantability, fitness for a particular purpose, suitability, design, condition, durability, operation, quality of materials or workmanship, or compliance with specifications or applicable law. You are aware of the Equipment manufacturer and You will contact the manufacturer for a description of Your warranty rights. Provided You are not in default under this Lease (and subject to applicable law), You may enforce all warranty rights directly against the manufacturer of the Equipment. You agree to settle any dispute You may have regarding performance or maintenance of the Equipment directly with the manufacturer or Vendor of the Equipment.

LESSEE SIGNATURE:

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS SIDE AND THE REVERSE SIDE, ALL OF WHICH PERTAIN TO THIS LEASE AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR. YOU CERTIFY THAT ALL ACTIONS REQUIRED TO AUTHORIZE EXECUTION OF THIS LEASE, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED. ONCE YOU SIGN THIS LEASE AND WE ACCEPT IT, THIS LEASE WILL BE NON-CANCELLABLE FOR THE FULL LEASE TERM.

LESSEE: City of Wilmington**LESSOR:** Noreast Capital Corporation, Suite 1, 428 Fourth Street, Annapolis, MD 21403

By: <u>x</u>	Title	Date	By: _____	Title	Date Accepted
Name:			Name:		

2nd SIGNATORY TO CONFIRM AUTHORITY OF 1st SIGNATORY TO OBLIGATE - NECESSARY ONLY IF:

More than 40 Mobile Managers® or the person signing lease is not an officer (of a Corp lessee) or a Member (of an LLC lessee) or a General Partner (of a partnership lessee):

Resolved, that the person signing this Lease on behalf of Lessee is authorized (and hereby authorized) to enter into this Lease and to obligate the Lessee as set forth herein.

(The person signing this Confirmation must be an Officer (such as Pres, VP, CFO, COO), the General Partner of the Partnership or a Member of the LLC.)

By: <u>x</u>	Name:	Title:	Date:

UNCONDITIONAL GUARANTY TO LESSOR:

As an inducement for Lessor's execution of this Lease, the undersigned ("Guarantor") hereby UNCONDITIONALLY GUARANTEES (a) to pay Lessor in lawful money of the United States all rents and other sums reserved under this Lease and any other instrument delivered by Lessee to Lessor, in the amounts and at the times set forth herein and therein; and (b) to perform, at the time and in the manner set forth in this Lease and such other instruments, all of the terms, covenants and conditions herein and therein required to be kept, observed or performed; and (c) to reimburse Lessor for all costs of collection including, without limitation, reasonable attorney's fees; (each of the foregoing, collectively, the "Obligations").

This Guaranty is a continuing one and shall terminate only upon full payment and performance of all of the Obligations. This Guaranty is a guaranty of prompt payment and performance and not merely a guaranty of collection. Guarantor authorizes Lessor, with Lessee's consent where required, without notice or demand, and without affecting Guarantor's liability hereunder, from time to time to: (a) change the amount, time or manner of payment of rent or other sums reserved in this Lease or other such instruments between Lessee and Lessor; or (b) change any of the terms, covenants, conditions or provisions of this Lease or other such instruments between Lessee and Lessor. Guarantor further agrees that it hereby waives all defenses relating to the Obligations including those of protest, presentment or demand.

By: <u>x</u>	By: <u>x</u>
Name:	Name:

5. GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE. WAIVER OF JURY TRIAL. Any claim arising under or related to this Lease or the Equipment will be governed by the laws of the State of Maryland (or the state of Lessor's Assignee, if different) and will be adjudicated exclusively in any State or Federal court located in Maryland (or the state of Lessor's Assignee, if different). YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE ANY RIGHT TO TRANSFER VENUE. LESSOR AND LESSEE HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS LEASE.

6. FACSIMILE SIGNATURES. You agree that a facsimile or scanned copy of this Lease bearing authorized signatures may be treated as an original.

7. TITLE. You understand the Equipment is and remains Our property and We will have sole title to the Equipment during this Lease. You agree this is a "true lease" and not one intended as security for purposes of the Uniform Commercial Code ("UCC"). YOU HEREBY GRANT US POWER OF ATTORNEY TO SIGN AND FILE FINANCING STATEMENTS. If this Lease is determined to be other than a true lease, You hereby grant Us a security interest in the Equipment and all proceeds thereof (including insurance proceeds) and agree that the financing statements will create a perfected security interest in Our favor. You will not allow any liens or encumbrances to be placed on the Equipment.

8. STATUTORY FINANCE LEASE. You agree and acknowledge that it is the intent of both parties to this Lease that it qualifies as a statutory finance lease under Article 2A of the UCC. You acknowledge and agree that You selected both the Equipment and the Vendor from whom We are to purchase the Equipment. You acknowledge that We have not participated in anyway in Your selection of the Equipment or of the Vendor, and We have not selected, manufactured, or supplied the Equipment. **YOU AGREE THAT YOU ARE ABSOLUTELY AND UNCONDITIONALLY OBLIGATED TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS DUE FOR THE ENTIRE LEASE TERM NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU NO LONGER CAN USE IT. YOU ARE ADVISED THAT YOU MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING OUR PURCHASE OF THE EQUIPMENT FROM THE VENDOR CHOSEN BY YOU AND THAT YOU SHOULD CONTACT THE VENDOR OF THE EQUIPMENT FOR A DESCRIPTION OF ANY SUCH RIGHTS.**

9. TERM, PAYMENT AND SECURITY DEPOSIT. The term of this Master Agreement shall remain in full force and effect until all of Lessee's obligations under all Schedules executed hereunder have been fully satisfied. Lease Payments are due, without abatement or any right of set-off by You, on the same day of each following month until fully paid. You shall pay to us a fee of \$99.00 with the first Lease Payment (and with each subsequent Schedule for six (6) or more units of Equipment) as a reasonable fee to cover documentation and investigation costs associated with this Lease. If collected, you hereby grant to Us a security interest in any security deposit which shall be refundable to You (less any outstanding rents, fees and/or expenses which You then owe to Us) when this Lease expires, provided all Lease terms and conditions have been properly fulfilled by You. Security deposits and Lease Payments may be commingled in the accounts of Lessor and do not earn interest.

10. USE AND MAINTENANCE. You agree that the Equipment will be used for lawful business purpose only in the manner for which it is intended to be used. You agree to maintain and use the Equipment in compliance with all local, state and federal laws or regulations and all applicable insurance policies. You will keep the Equipment in good repair, condition and working order with only ordinary wear and tear alone accepted, and will furnish all parts and servicing required. Equipment supplies and maintenance are not part of this Lease. You may modify the Equipment only with Our prior written consent. You shall remove any parts or accessions to the Equipment prior to the expiration of this Lease so long as such parts or accessions can be so removed without impairing the value, utility or remaining useful life of the Equipment. To the extent such parts or accessions are non-severable in nature, required by law or are otherwise not so removed by Lessee at Lease expiration, title in such parts or accessions shall immediately vest in Lessor free and clear of all liens or encumbrances.

11. LOCATION, INSPECTION AND RETURN OF EQUIPMENT. You will not move the Equipment from its location noted in this Lease without Our prior written consent. We will have the right to enter the premises where the Equipment is located, in order to confirm the existence, condition and proper maintenance of the Equipment. At the expiration of the Lease term, if You have not exercised Your purchase option as set forth below, You will immediately return the Equipment (together with all manuals, records and software related thereto), at Your expense in as good of condition as accepted by You excepting only ordinary wear and tear, by delivering it, properly packed, crated and insured to such place(s) within the continental United States as We shall specify. In addition to the foregoing, You shall pay Us a restocking fee at the time the Equipment is returned, equal to 10% of its Original Acquisition Cost. Should You fail to return the Equipment to Us at the end of the Lease term (or purchase the same in accordance with Section 20, below), renewal of this Lease will be automatic on a month-to-month basis until terminated by Us. You shall pay for all repairs necessary to return the Equipment in the condition required by this Lease and shall continue to pay monthly rent until the Equipment is in satisfactory condition.

12. LOSS OR DAMAGE. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves You from Your payment and performance obligations under this Lease. You agree to promptly notify Us in writing of any loss or damage and then, as directed by Us, at Our sole discretion, either (a) timely replace or repair the Equipment; or (b) pay to Us the total of all unpaid Lease Payments for the full Lease term (discounted to present value), plus the estimated fair market value of the Equipment at the end of the originally scheduled Lease term, or using the payoff method of Lessor's assignee. Any proceeds of insurance will be paid to Us and credited, at Our option, against any loss or damage. Upon payment to Us of the sums set forth in clause (b), together with all other sums due and owing hereunder, We shall transfer title in such Equipment to You on an "AS-IS" basis without any representation or warranty whatsoever and this Lease shall terminate with respect to such item(s) of Equipment so paid for.

13. INSURANCE. You will keep the Equipment fully insured against loss and damage, for not less than the full replacement cost of the Equipment, and will obtain a general public liability insurance policy, covering the Equipment and its use that is satisfactory to Lessor. You will name Us as additional named insured and sole loss payee on any such policy and will provide Us with certificates or other evidence of insurance applicable to Us, before the Lease term begins. In the event You fail to procure the insurance required, We have the right but not the obligation to obtain such insurance and pay the amounts due thereon. You will reimburse Us, upon demand, for the amount of such payment or cost of such performance, plus interest. Any insurance proceeds received with respect to the Equipment will be applied, at Our option, (a) to repair, restore or replace the Equipment, or (b) to pay Us the remaining balance of this Lease (discounted to present value), plus Our estimated residual value, or using the payoff method of Lessor's assignee. You hereby grant Us a power of attorney to endorse and cash any insurance proceeds.

14. INDEMNITY. We are not responsible for any losses or injuries caused by the Equipment, and You agree to indemnify, defend and hold Us harmless (on an after-tax basis) from and against, all losses (including claims based on strict liability in tort) incurred by Us (including attorney's fees) caused by such claims in any way relate to this Lease or the Equipment (including its manufacturer, selection, delivery and acceptance). Furthermore, You agree, if We so request, to defend Us against any claims for losses or injuries caused by the Equipment. You hereby waive any immunity You may have under any industrial act, with regard to indemnification of Us. The indemnity provided under this Section shall survive the expiration or termination of this Lease.

15. TAXES AND FEES. You are responsible for all taxes, charges and other fees due in connection with this Lease and/or the Equipment. To the extent permitted by applicable law, You agree to report, file and pay when due to the appropriate governmental authority all taxes and fees relating to this Lease and the Equipment (including sales/use tax, personal property tax, fines and penalties). For purposes of such taxes, You agree to list the Equipment as owned by You. If We are required by law to pay such taxes or other imposts on Your behalf, You agree to reimburse Us upon demand and to pay Us a processing fee for each payment We make on Your behalf. In addition, You agree to pay Us any filing Fees by the UCC or other law and reimburse Us for all out-of-pocket costs and expenses involved in documenting and servicing this transaction. We do not have to contest any tax imposition. You shall provide evidence to Us of all filings and payments which You make with respect to this Lease and the Equipment.

16. DELINQUENT AMOUNTS, ADVANCES AND RISK FEE. For each and every Lease Payment or other sums required to be paid by You under this Lease that are not paid when due, You will pay Us a "late charge" equal to the greater of ten cents (\$0.10) for each dollar overdue or twenty-five dollars (\$25.00), in order to defray part of the cost of collection (in no event however shall such late charge exceed applicable usury rates, if any). This late charge will be due and payable with the next monthly Lease Payment and shall continue to accrue until so paid. In the event We make advance payments of any kind to preserve the leased Equipment, or to discharge any tax, the amount advanced by Us will be repayable by You to Us, together with interest, at the late charge rate, until paid. In the event You do not procure the insurance coverages required by Section 13 above, We shall be permitted to collect as an additional risk fee ("Risk Fee") an amount equal to .0025 of the Original Acquisition Cost, per month for each month that such coverage is not maintained. Our collection of such Risk Fee shall not relieve You of any of Your Obligations under this Lease (including, without limitation, Your obligations under Section 12 and 14 above) nor shall it constitute or be construed in any way as an undertaking on Our part to insure against the risks set forth in Section 13 or otherwise.

17. DEFAULT AND REMEDIES. Any of the following events or conditions will constitute default hereunder: (a) You fail to pay any sum due Us within ten (10) days after the due date thereof; (b) You fail to maintain the insurance required hereby; (c) You fail to observe or perform any other term, covenant or condition of this Lease and such failure continues for ten (10) days following the receipt of written notice from Us; (d) the filing by or against You of a petition under the Bankruptcy Code or under any insolvency law providing for the relief of debtors; (e) the voluntary or involuntary making of an assignment of a substantial portion of Your assets by You for the benefit of creditors, appointment of a receiver or trustee for You or for Your assets, commencement of any formal or informal proceedings for dissolution, liquidation, settlement of claims against or winding up of Your affairs, or You cease doing business as a going concern; (f) any representation or warranty made by You herein or in any document delivered by You in connection herewith will prove to have been misleading or inaccurate in any material respect when made; (g) You are in default under any other contract with Us, (h) You sell, transfer, or dispose of the Equipment or of substantially all of Lessee's assets or merge or reorganize without the prior consent of Lessor; or (i) You create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or this Lease or any of Lessor's interest thereunder. Upon the occurrence of an event of default, We may, at Our option, (i) require You to pay as liquidation damages and not as a penalty the present value of the remaining balance of this Lease plus Our estimated residual value, plus all other amounts (including any past due rent) owed to Us under this Lease, (ii) regardless of whether such amounts are paid, require You to return the Equipment, (iii) cancel this Lease as to any or all items of Equipment but no such cancellation shall be deemed to occur unless written notice to that express effect is given by Us to You, (iv) take immediate possession of any or all of the Equipment without notice or demand and without court order or process, and for such purpose, enter upon any premises without liability for so doing, (v) at Our option, sell, lease or otherwise dispose of the Equipment or any item thereof, at a public or private sale or lease at such time or times and upon such terms as We may determine, free and clear of any rights of Yours, (vi) proceed by appropriate action either at law or in equity to enforce performance by You of the applicable covenants of this Lease or recover damages for the breach thereof, and/or (vii) pursue any other remedy available to Us at law or in equity. In addition, You agree to pay Us all costs and expenses, including reasonable attorney's fees, incurred by Us, in exercising or attempting to exercise any of Our rights or remedies, plus pay interest at the late charge rate on all amounts owing until paid. If this Lease is deemed to create a security interest, Our remedies will include those available under Article 9 of the UCC. A waiver of default shall not be construed as a waiver of any other or subsequent default. The foregoing remedies are cumulative and not exclusive and may be exercised concurrently with one another. You shall remain liable for any deficiency after the exercise of such remedies. We shall not be required to mitigate Your damages hereunder.

18. ASSIGNMENT. YOU WILL NOT SUBLET, LEND, ASSIGN OR PLEDGE THIS LEASE, THE EQUIPMENT, OR ANY INTEREST IN EITHER, OR PERMIT ANY LIEN OR SECURITY INTEREST THEREON. You agree that all of Our rights in the Equipment and under this Lease may be assigned, pledged or otherwise disposed of, without notice to You. In the event of such assignment, You understand that Our assignee ("Assignee") will have the same rights and benefits but they do not have to perform any of Our obligations and You agree to timely pay Assignee all amounts owed under this Lease, notwithstanding any defense or claim You have or assert against Us.

19. MISCELLANEOUS. If a court finds any provision of this Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. All of Your written notices to Us must be sent by certified mail. Notwithstanding terms and conditions contained in any purchase order relating to the Equipment, the terms and conditions of this Lease will prevail. All amounts to be present valued hereunder shall be discounted at a rate equal to 5% per annum.

20. OPTION TO PURCHASE AND END OF LEASE RENEWAL. Provided You are not in default hereunder, We grant You the option to purchase all (but not less than all) of the Equipment at the expiration of the term of this Lease at the Purchase Option amount stated on the front, plus tax, AS-IS, WHERE-IS, WITH NO EXPRESS OR IMPLIED WARRANTY. If the option is Fair Market Value (FMV), We will use Our best judgment as to FMV. If You do not agree, You will hire an appraiser at Your expense, whose valuation will be binding. This Agreement will automatically renew on a month to month basis, unless You deliver to Us written notice at least 30 days prior to the expiration of the initial term or any renewal term thereof of Your election to either purchase or return the Equipment in accordance with the terms of section 11 above. We may cancel any renewal term by sending written notification to You at least 10 days prior.

21. LESSEE WAIVERS. You waive notices of Our intent to accelerate the Lease Payments, the acceleration of the Lease Payments and of the enforcement of Our rights. **WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL.** To the extent You are permitted by law, You waive all rights and remedies You have by Article 2A (Sections 508-522) of the UCC, including but not limited to Your rights to: (i) cancel or repudiate this Lease; (ii) reject or revoke acceptance of the Equipment; (iii) recover damages from Us for any breach of warranty or for any other reason; and (iv) grant a security interest in any Equipment in Your possession. To the extent You are permitted by law, You also waive any rights You now or later may have under any statute or otherwise which require Us to sell, lease or otherwise use any Equipment to reduce Our damages or which may otherwise limit or modify any of Our rights or remedies.

22. FURTHER ASSURANCES. Lessee will deliver all such other documents and instruments as We or Our Assignees may reasonably request (including a notice and acknowledgement of assignment, if applicable). In addition, You agree to promptly deliver such financial information and tax returns as We reasonably request during this Lease.

23. REPRESENTATIONS AND WARRANTIES. Lessee represents and warrants that: (a) it is duly organized and validly existing under the laws of the state of its organization; (b) this Lease constitutes a valid and binding obligation of Lessee enforceable against Lessee in accordance with its terms; (c) the officer executing this Lease on behalf of Lessee has the power and authority to do so; and (d) there are no pending actions or proceedings against Lessee which could have a material adverse effect on its business.

24. MASTER LEASE STRUCTURE. This is a master lease between the parties. That is, from time to time at your request We will make multiple purchases (each one a "Takedown") of the Equipment pursuant to an applicable Schedule. The number of payments, the monthly payment and the advance payment due for each Takedown will be set forth on each Schedule.

EQUIPMENT TAKEDOWN & RENTAL SCHEDULE No. _____ to MASTER LEASE No. _____**Lessee:** City of Wilmington

Noreast Customer No.: _____

Lessor: Noreast Capital Corporation

This Equipment Takedown and Rental Schedule (this "Schedule") incorporates by reference the terms and conditions of that certain Master Lease referenced above (the "Master Lease") between Noreast Capital Corporation, as Lessor, and the undersigned, as Lessee. This Schedule, incorporating by reference the terms and conditions of the Master Lease, shall constitute a separate instrument of lease. To the extent there exists a conflict between the terms and conditions of this Schedule and those set forth in the Master Lease, the terms and conditions of this Schedule shall control with respect to the Equipment which is the subject matter hereof.

EQUIPMENT: 102 Mobile Managers® and related antenna, wiring, installation & accessories.**END OF TERM PURCHASE OPTION:** \$1.00**PAYMENT INFORMATION:**

36 monthly payments payable in advance, with the first payment due on the 1st or 15th day of the month first occurring on or after the date this Schedule is accepted by Lessor (unless Lessee has leased other Equipment from Lessor, in which case the first payment hereunder will be due on the same date as the next payment due from Lessee pursuant to prior Schedules).

	<u>Months 1 - 34</u>	<u>Months 35 & 36</u>	<u>Advance Check:</u>
Lease Payment:	5,576.06	Prepaid	Lease Payment(s) Prepaid: \$ 11,152.12
Applicable Sales/Use Tax: 0.00%	-	Prepaid	Security Deposit: NA
Wireless Service: *	1,020.00	Prepaid	Documentation Fee: ** 99.00
Total Monthly Payment:	<u>\$ 6,596.06</u>	<u>Prepaid</u>	Lessor Sub-total: \$ 11,251.12
			Wireless Service Prepaid: * 2,040.00
			Total Paid by Lessee: <u>\$ 13,291.12</u>

* Remitted to Navtrak, subject to adjustment per the Service Subscription Agreement between Navtrak and Lessee to which Lessor is not a party. Navtrak (instead of Us) may bill You for this directly.

** Waived on subsequent Takedowns of less than 6 units each

DELIVERY & ACCEPTANCE by LESSEE:

By Your signature below, You certify that (a) We may make payment to Vendor when Vendor confirms to Us that the relevant wireless service carrier has assigned phone numbers or IPs to activate Your service for the Equipment and that such assignment of numbers/IPs constitutes the Vendor's delivery of and Your acceptance of the Equipment; (b) The Equipment conforms with all of Your requirements; (c) You acknowledge that We are not the manufacturer, distributor or Vendor of the Equipment; (d) There are no side agreements with Us or anyone else; (e) You were not induced to sign this by any assurance from Us or anyone else; (f) You have reviewed and accepted all of the terms and conditions of this Lease; (g) Your promises herein will be irrevocable and unconditional in all respects; (h) You understand and agree that we have purchased the equipment from the Vendor, and you may contact the above Vendor for your warranty rights, if any, which we transfer to you for the term of this Lease; (i) Your approval as indicated below of our purchase of the equipment from the Vendor is a condition precedent to effectiveness of this Lease.

By: x  Name: _____ Title: _____ Date: _____

ACCEPTANCE by LESSOR:

By: _____ Name: _____ Title: _____ Date: _____

INSURANCE AUTHORIZATION (INSURANCE CERTIFICATE) REQUEST

(NOREAST WILL SEND THIS TO YOUR INSURER)
Only Required on Transactions for 40 or more Mobile Managers®

To:

Master Lease No: _____

Date Master Lease Signed by Lessor: _____

Name of Insurance Agency: _____

Street: _____

City: _____

State: _____

Zip: _____

Attention: _____

We have entered into a net lease agreement and have agreed to be responsible for insuring the equipment with the lessor and/or its assigns and to pay the cost thereof.

Please provide a Certificate of Insurance verifying the minimum limits listed below and providing for thirty (30) day notice to us in the event of cancellation or alteration.

Please fax the completed Insurance Certificate to Noreast Capital Corporation at 410-268-1299.

EQUIPMENT: 102 Navtrak Mobile Managers® and related antenna, wiring, installation & accessories (one per vehicle)

LOCATION: Street: 800 French Street

City: Wilmington

State: DE Zip: 19801-3537

COVERAGES REQUIRED:

Physical Damage: fire, theft, extended coverage, vandalism and malicious mischief for the full value of the equipment.

Loss Payee: "Noreast Capital Corporation and its assigns, as its interests may appear."

Liability: With minimum limits of \$250,000/\$500,000 for BODILY INJURY and \$250,000 PROPERTY DAMAGE.

Additional Insured: "Noreast Capital Corporation and its assigns"

Thank you. If you have any questions, please contact Noreast Capital Corporation at 410-268-5588.

Lessee Name: City of Wilmington

By: x _____ Name: _____ Title: _____ Date: _____